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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

YELLOWCAKE, INC., California
corporation,

Plaintiff,

v.

HYPHY MUSIC, INC.,

Defendant.

Case No.: 1:20-cv-00988-JLT-BAM

[Assigned to the Hon. Jennifer L. Thurston]

**DECLARATION OF ALFONSO
VARGAS IN SUPPORT OF HYPHY
MUSIC, INC.'S OPPOSITION TO
YELLOWCAKE, INC. AND COLONIZE
MEDIA, INC.'S MOTION FOR
SUMMARY JUDGMENT
AND SUMMARY ADJUDICATION**

HYPHY MUSIC, INC.,

Counterclaimant,

v.

YELLOWCAKE, INC.; COLONIZE
MEDIA, INC; JOSE DAVID
HERNANDEZ; and JESUS
CHAVEZ SR,

Counter-Defendants.

Date: September 29, 2023
Time: 9:00 a.m.
Dept.: Courtroom 4 (7th Floor)
2500 Tulare Street
Fresno, CA 93721
Judge: Hon. Jennifer L. Thurston

DECLARATION OF ALFONSO VARGAS

DECLARATION OF ALFONSO VARAGS

I, Alfonso Vargas, declare and state as follows:

1. I am an individual currently residing in Fresno, California, and am over 18 years of age. I know all of the following facts of my own personal knowledge and, if called upon and sworn as a witness, could and would competently testify thereto.

2. I am a drummer. I also am, and during all relevant times alleged in the Complaint filed by Plaintiff/Counter-Defendant YELLOWCAKE, INC., a California corporation (“Yellowcake”), and the Amended Counterclaims filed by Defendant/Counterclaimant HYPHY MUSIC, INC., a California corporation (“Hyphy”), was a co-founding member and owner of the popular Spanish-language Regional Mexican musical group Los Originales De San Juan (the “Group”), together with Counter-defendant JESUS CHAVEZ, SR. (“Chavez”) and others.

3. In or about February 2013, Hyphy entered into an oral agreement with myself, Chavez, and all other members of the Group, for us as a Group to exclusively provide services in the making of sound and audio-visual recordings (the “Agreement”) embodied on certain albums (collectively, the “Los Originales Albums”). Pursuant to the terms of the Agreement, Hyphy agreed to (i) select the musical compositions to be recorded on the Los Originales Albums; (ii) commission and/or provide the sound engineers and audiovisual directors; (iii) produce the musical performances to be embodied on the Los Originales Albums; (iv) direct the recording and filming of musical and audiovisual performances to be embodied on the Los Originales Albums; and (v) pay myself, Chavez and all other members of the Group a fixed amount per album. In exchange, I agreed, among other things, that Hyphy would be the owner of all right, title and interest in and to the Los Originales Albums, and all intellectual property rights in the musical performances embodied in the tangible masters therefor, from inception of creation of each of the Los Originales Albums.

1 4. I thereafter performed and/or contributed all services necessary as a
2 drummer in the creation of each of the Los Originales Albums.

3 5. At the time the Agreement was entered into with Hyphy, I genuinely
4 believed that I was assigning all right, title and interest in my interest in the Los
5 Originales Albums to Hyphy. I was not aware at the time that such assignment
6 needed to be in writing to be valid and enforceable.

7 6. I am aware that Chavez now claims that he entered into an agreement
8 with Yellowcake for Yellowcake to acquire all right, title and interest in and to the
9 Los Originales Albums. However, I never signed any document directly with
10 Yellowcake that would effectuate a transfer of all right, title and interest in and to
11 my interest in the Los Originales Albums to Yellowcake. I also never signed any
12 document giving Chavez all right, title and interest in and to my interest in the Los
13 Originales Albums, which would have allowed him to subsequently transfer such
14 interest to Yellowcake. In fact, I didn't even know that Chavez agreed to transfer
15 rights to Yellowcake until I found out about this lawsuit.

16 I declare under penalty of perjury under the laws of the State of California
17 that the foregoing is true and correct and that this Declaration was executed on
18 January 31, 2022, at Fresno, California.

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21 _____
22 ALFONSO VARGAS
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

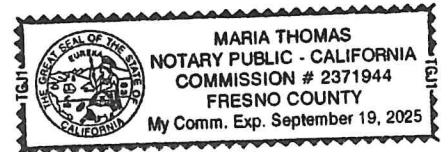
On 1-31-2022 before me, Maria Thomas Notary Public
(insert name and title of the officer)

personally appeared Alfonso Vargas Corona,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria Thomas (Seal)



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing electronically filed document has been served via a “Notice of Electronic Filing” automatically generated by the CM/ECF System and sent by e-mail to all attorneys in the case who are registered as CM/ECF users and have consented to electronic service pursuant to L.R. 5-3.3.

Dated: August 15, 2023

By: /s/ John Begakis
John M. Begakis